



ITEM # _____

**SEMINOLE COUNTY GOVERNMENT
LAND PLANNING AGENCY / PLANNING AND ZONING COMMISSION
AGENDA MEMORANDUM**

SUBJECT: City of Sanford/Seminole County Joint Planning Agreement

DEPARTMENT: Planning & Development **DIVISION:** Planning

AUTHORIZED BY: Matthew West **CONTACT:** Rob Walsh EXT. 7446

Agenda Date 2/5/03 **Regular** ☐ **Work Session** ☐ **Briefing** ☐
Special Hearing – 6:00 ☐ **Public Hearing – 7:00** ☒

MOTION/RECOMMENDATION

1. Recommend approval of the City of Sanford/Seminole County Joint Planning Agreement; or
2. Recommend denial of the City of Sanford/Seminole County Joint Planning Agreement; or
3. Continue until a date certain.

(Districts 2 and 5, Commissioners Morris and McLain)

BACKGROUND

In 1991, the City of Sanford and Seminole County adopted a Joint Planning Agreement (JPA) to address future annexation, coordination of land development regulations, conflict resolution and land use issues. The proposed JPA is an update of the 1991 agreement, incorporating new land use categories for both the City and County, and specifically addressing the Celery Avenue area. The JPA ensures that City/County land use amendments and rezonings are consistent with agreed upon principles (see Exhibits "A", "B" and "C"), and further states that the County will not oppose City annexations and land use decisions that are consistent with the JPA.

The JPA includes several provisions that the City staff does not support:

1. Provision restricting further annexation to the City in the area south of Pine Way (Number 5 in Exhibit "A"). The Myrtle Street Special Area Study will probably conclude that the existing Suburban

Reviewed by:
Co Atty: _____
DFS: _____
OTHER: _____
DCM: _____
CM: _____
File No. SANFORD JPA

- Estates (maximum 1 du/acre) land use designation be maintained to the south and west. Planning staff supports Suburban Estates in the Pine Way area as well and believes County jurisdiction is most appropriate.
2. Exhibit "C", Number 1, of the JPA includes a provision limiting residential density in the Celery Avenue area (Number 1 in Exhibit "A") to three units per acre. As thoroughly discussed in staff reports on the Celery Avenue amendment, this density is considered appropriate as a transition from more intense development to the west to less intense development to the east.
 3. Exhibit "C", Number 1, also encourages the City to accept maintenance responsibility for Celery Avenue by 2010. As the City annexes property westerly along Celery Avenue, the responsibility for ensuring an acceptable traffic level of service should be transferred to the City.

STAFF RECOMMENDATION

Planning staff recommends that, following the staff briefing, the Planning and Zoning Commission continue this item to its March 5, 2003 meeting. This will allow additional time to discuss outstanding issues with City staff and possibly receive an official position from the Sanford City Commission.

Attachment: City of Sanford/Seminole County Joint Planning Agreement

SEMINOLE COUNTY/CITY OF SANFORD
JOINT PLANNING INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2003, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and the CITY OF SANFORD, a Florida municipal corporation whose address is Post Office Box 1788, Sanford, Florida 32772-1788, hereinafter referred to as the "CITY".

W I T N E S S E T H:

WHEREAS, it is beneficial to the public for local governments to work together in a spirit of harmony and cooperation; and

WHEREAS, the CITY and the COUNTY have previously entered into Interlocal Agreements; and

WHEREAS, the Board of County Commissioners and the Sanford City Commission have executed joint resolutions that expressed their consensus agreement as to urban planning, transportation impact fees, first response fire service, future annexation limits for the CITY, and water and wastewater service area boundaries for the COUNTY and the CITY in the Sanford/Seminole County Joint Planning Area (hereinafter referred to as the Joint Planning Area); and

WHEREAS, the Joint Planning Area and future annexation boundaries should be specifically defined; and

WHEREAS, the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act (Part 11, Chapter 163, Florida Statutes) and the Rules of the Florida Department of Community Affairs (in particular Rule 9J-5. 015, Florida Administrative Code) provide for intergovernmental coordination in the comprehensive planning process; and

WHEREAS, the provisions of this Agreement are consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), the Regional Policy Plan adopted by the East Central Florida Regional Planning Council and the comprehensive plans of the CITY and the COUNTY; and

WHEREAS, the parties have the lawful right and power to enter into this Agreement,

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do hereby covenant and agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. PURPOSE, INTENT AND JOINT PLANNING AREA. The purpose of this Agreement is to adopt standards and procedures to insure that coordinated and cooperative comprehensive planning activities are taken to guide urban expansion in the CITY and the COUNTY. The purpose of the following provisions is to provide the guidance as to how property will be developed in the Joint Planning Area, ensure that CITY and COUNTY land use plans will be implemented, and to provide formal conflict resolution procedures to amicably resolve disputes.

The policies and procedures set forth herein shall apply only in the Joint Planning Area. For the purposes of this Agreement, the "Joint Planning Area" means the area reflected in Exhibit "A" to this Agreement which is incorporated as if fully set forth herein.

SECTION 3. COMPREHENSIVE PLANNING, FUTURE LAND USES AND DEVELOPMENT APPROVALS.

(a) *Findings.* The COUNTY and the CITY have reviewed their respective future land use designations and land development regulations for consistency between their jurisdictions. It has been determined that many of their respective future land use designations and land use regulations are equivalent and of similar nature.

(b) *Future Land Use Equivalency.* The "Future Land Use Equivalency Chart", labeled Exhibit "B" and incorporated herein,

sets forth certain equivalent future land use plan map designations as set forth in the respective CITY and COUNTY comprehensive plans. These designations have been deemed equivalent due to their similar intensities and densities of allowable development. Both the COUNTY and the CITY shall ensure that all of their respective land use amendments and rezonings are consistent with the other jurisdiction's zoning and future land use designations for the subject property as described in Exhibit "B", except to the extent set forth in Section 3(c). The COUNTY shall not oppose annexation by the CITY or land development orders of the CITY if such actions are taken in compliance with all COUNTY zoning and land use designations as described in Exhibit "B". The CITY shall not oppose any land development orders of the COUNTY if such orders are compliant with all CITY zoning and land use designations as described in Exhibit "B".

(c) *Recommendations For Future Comprehensive Plan Amendments.* The purpose of developing jointly acceptable long range land use recommendations is to provide consistent guiding principals from which land use plan amendments can be reviewed. The "Recommendation For Future Comprehensive Plan Amendments" labeled Exhibit C and incorporated herein by reference, sets forth land use designations that may be assigned to certain property in the future. These changes have not yet undergone

extensive public review and may require services and facilities beyond those allotted in the COUNTY's or CITY's respective Comprehensive Plans' Capital Improvement Elements. Parcels of land in the CITY proposed to be developed in a manner consistent with the recommendations contained in Exhibit "C" will not be opposed by the COUNTY. However, such proposed development must undergo joint review of the CITY and COUNTY regarding facilities and services to ensure that adopted levels of service are maintained. Parcels of land in the unincorporated COUNTY proposed to be developed in a manner consistent with the recommendations contained in Exhibit "C" will not be opposed by the CITY. However, such proposed development must undergo joint review of the CITY and COUNTY regarding facilities and services to ensure that adopted levels of service are maintained.

(d) *Joint Review of Plan Amendments.* During the development and drafting phases of the respective comprehensive plans or plan amendments of the CITY or the COUNTY, CITY and COUNTY staff shall timely transmit all of their respective draft planning documents to the other jurisdiction as part of the public participation processes and intergovernmental coordination mechanisms.

SECTION 4. ANNEXATION AND LAND USE JURISDICTION.

(a) *Land Use and Zoning Designation For Parcels Annexed Into the CITY.* Upon annexation of COUNTY lands into the CITY,

the COUNTY will not object to CITY rezoning, development orders or plat approvals as long as such actions are taken in accordance with the terms of this Agreement. The CITY shall amend its comprehensive plan to include annexed lands during its first plan amendment cycle following such annexation.

(b) *Land Use and Zoning Designation For Parcels De-annexed From the CITY.* Upon de-annexation of CITY property into the COUNTY, the COUNTY shall apply a COUNTY zoning district in accordance with this Agreement. The COUNTY shall amend its comprehensive plan to include annexed lands during its first plan amendment cycle immediately following such annexation or by initiating a comprehensive plan amendment.

(c) *Annexation Criteria And Restrictions.* The COUNTY agrees, to the extent permitted by law, not to oppose the annexation of any parcel that is contiguous and relates to lands in the Joint Planning Area located East of Interstate 4. The parties further agree that the CITY will not annex any additional land lying south of Pine Way in an area identified as number "5" on Exhibit "A".

SECTION 5. DEVELOPMENT ALONG CELERY AVENUE. Property located adjacent to Celery Avenue shall be developed at a density of one, two or three units per acre. Central water and sewer lines shall be installed prior to any development along

Celery Avenue. Prior to December 31, 2010, the CITY shall assume responsibility for maintenance of Celery Avenue.

SECTION 6. COORDINATION OF MISCELLANEOUS LAND DEVELOPMENT REGULATIONS

(a) *Uniform Right-of-Way and Road Standards.* The CITY and the COUNTY agree to establish consistent road and right-of-way development standards and requirements for all cross-jurisdictional roadways.

(b) *Land Development Code Updates.* Each jurisdiction shall provide the other jurisdiction with a timely opportunity to review and provide formal comments relating to all land development regulation updates or revisions proposed in their jurisdiction by providing the other jurisdiction with written notification of the pending update or revision at least two (2) weeks prior to any official action on the matter. Land Development Code updates relating to the Higher Intensity Planned Development District in the Interstate Highway 4/State Road 46 area will undergo joint review and shall be incorporated into both CITY and COUNTY land development codes in order to more effectively manage development of this higher intensity area.

(c) *Review of Development Proposals for Transportation Impacts.* Each jurisdiction shall provide the other jurisdiction with a timely opportunity to review and comment upon planned

development project rezonings, proposed subdivisions and site plans located adjacent to the other's jurisdiction by providing all related documentation to the other jurisdiction at least two (2) weeks before any official action is taken on the matter.

SECTION 7. CONFLICT RESOLUTION.

(a) *Intergovernmental Conflict Resolution.* In the event that disagreements or conflicts arise between the parties relating to the terms and provisions of this Agreement, the resolution procedures of the Intergovernmental Planning Coordinating Agreement of 1997 will be followed.

(b) *Chapter 164, Florida Statutes.* Nothing in this Agreement shall be deemed in any way to waive any rights deriving to a party under the provisions of Chapter 164, Florida Statutes, or its successor provision.

(c) *Time of Actions.* The parties agree, to the extent practicable, to time their actions to maximize intergovernmental coordination, communication and cooperation.

(d) *Joint Review.* "Joint Review" as used in this Agreement shall mean that the Planning Directors of each jurisdiction shall review and discuss the proposed land development action. Should the joint review not result in an agreement between the jurisdictions, the matter shall be taken through the formal conflict resolution procedures described in this section.

SECTION 8. TERM. This Agreement supercedes and supplants any prior existing Agreements between the CITY and COUNTY regarding land development practices. This Agreement shall be in effect for a seven (7) year period beginning the date which it is fully executed by both parties. This Agreement shall be automatically renewed for a subsequent five (5) year period unless one (1) of the parties thereto gives the other ninety (90) days advance notice, in writing, of intention to not renew the Agreement.

SECTION 9. NOTICE. Contact persons for this Agreement shall be the City Manager and the County Manager.

FOR THE CITY

City Manager
City of Sanford
Post Office Box 1788
Sanford, Florida 32772-1788

FOR THE COUNTY

County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

IN WITNESS WHEREOF, the parties hereto have set their hands
and seals the day, month and year above written.

ATTEST:

CITY OF SANFORD

JANET R. DOUGHERTY, Clerk
City of Sanford, Florida

By: _____
BRADY LESSARD, Mayor
Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman
Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 20__.

County Attorney

KC/gn
1/28/03
CAGN01\AGT\SanfordJPA.doc



J:\ARCVIEW\LAND_USE\Joint plan areas4.apr

Seminole County / City of Sanford Joint Planning Area Recommendations for Future Comprehensive Plan Amendments

EXHIBIT "B" - FUTURE LAND USE EQUIVALENCY CHART

Future Land Use	City Land Use	City Zoning	County Land Use	County Zoning
Low Density Residential - Single Family	LDR - SF 6 DU/Acre	SR-1AA; SR-1A; SR-1; PD; AG	LDR 1-4 DU/Acre	A-1, AC, RC-1, R-1, R1-A, R1-AA, R1-AAA, R1-AAAA, PLI, PUD
Medium Density Residential	MDR-10 10 DU/Acre	SR-1AA; SR-1A; SR-1; MR-1; PD; AG	MDR 4-10 DU/Acre	All LDR Zonings, RM-1; RM-2; R-2; R3A; R1-B; R1-BB; RP
Medium Density Residential	MDR-15 15 DU/Acre	SR-1AA; SR-1A; SR-1; MR-1; MR-2; PD; AG	HDR High Density Residential Over 10 DU/Acre	All MDR Zonings; R-3; R-4
High Density Residential - 20 DU/Acre	HDR	SR-1AA; SR-1A; SR-1; MR-1; MR-2; MR-3; PD; AG	HDR	All MDR Zonings; R-3; R-4
Office	ROI Residential-Office-Institutional	MR-1; MR-2; MR-3; RMOI; PD; AG	Office	OP; RP; AC; A-1; PLI; PUD
Commercial	NC-Neighborhood GC- General	RMOI; RC-1; GC-2; PD; AG	Commercial	All Office Zonings; CN; CS; C-1; C-2; PCD
Industrial	I - Industrial	RI-1; MI-2; PD; AG	Industrial	C-3; M-1A; M-1, A-1; OP; C-1; C-2; PCD; PII; PUD; DC

Future Land Use	City Land Use	City Zoning	County Land Use	County Zoning
Mixed Use	Waterfront Downtown Business District	All	Mixed Development	PUD, PCD, PLI, MRO, MROC, MROCI
High Intensity I-4 Planned Development	HI-I-4 High Intensity WIC - Westside Industry and Commerce	PD; AG	High Intensity Planned Development – Target Area HIP-TI	PUD; PCD; PLI; TI
High Intensity Airport Planned Development	AIC - Airport Industry Commerce	PD; AG; R-I-1	High Intensity Planned Development - Airport	PUD, PCP, PLI, TI, MRO, MROC, MROCI
Public/Semi-Public	PSP	All Zones	Public/Quasi Public Recreation	PLI; AC; A-1
Conservation	RP - Resource Protection	All Zones	Conservation	AC; A-1
General Rural	SE – Suburban Estates (1 DU/ Acre)	AG; PD	Suburban Estates 1 DU/Acre	AC; A-1; PLI; RM-3

EXHIBIT C
SEMINOLE COUNTY/CITY OF SANFORD JOINT PLANNING AREA
RECOMMENDATIONS FOR FUTURE COMPREHENSIVE PLAN AMENDMENTS

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
1	Celery Avenue Residential	Suburban Estates	<p>Any proposed development within the Midway Basin that exceeds one dwelling unit /net buildable acre will connect to sewer and water services.</p> <p>Development on the north and south sides of Celery Avenue shall be subject to the Celery Avenue Overlay standards adopted by both the City and County at a later date. These standards will include provisions for dedication of right-of-way and construction of a twelve (12) foot wide bicycle path along the north side of Celery Avenue and a sidewalk on the south side.</p>
2	Celery Avenue/SR 415 Mixed Used	Industrial/Suburban Estates/Conservation	Mixed Development (multifamily, commercial, light industrial) for those parcels located south of Celery Avenue, between 1373 feet west of Cameron Avenue and SR 415. All development will be required to connect to central water and sewer services.
3	Intersection of SR 46/CR 415	Commercial/Industrial/ Suburban Estates	<p>Provide for a commercial node to serve the eastern portion of the City.</p> <p>Any proposed development within the Midway Basin that exceeds one dwelling unit/net buildable acre will be required to connect to water and sewer services.</p>

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
4	South & East Side of Airport	Suburban Estates/Conservation/ HIP - Airport	<p>Establish Ohio Avenue as the line separating low density residential uses to the west and airport-related uses to the east. Lands designated as industrial west of Ohio Avenue shall maintain that designation.</p> <p>These recommendations are based on the Part 150 Noise Exposure Maps and Compatibility Plan prepared in 2001 for the Orlando Sanford Airport by Environmental Science Associates (ESA) and supported by figures from the Airport Master Plan prepared by Post, Buckley, Schuh and Jernigan and dated July, 2002. This document identifies noise exposure areas through 2006. In addition, these recommendations are supported by figures from the Airport Master Plan which indicate that from 2000 to 2020, airport passengers will increase by 660% and airport operations by 65%. There will be increased noise exposure from future expansion of Runway 18-36 to the south and Runway 27-R to the east resulting in increased noise levels to the east and south of the airport. Therefore, residential uses should be discouraged and the Airport Industry Commerce (AIC) Designation of the City of Sanford and the High Intensity Planned Development-Airport (HIP-Airport) designation of Seminole County should be extended east of</p>

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			<p>the airport to the edge of the Resource Protection/Conservation designation and south of the airport (east of Ohio Street) to the edge of the Resource Protection/Conservation designation.</p> <p>Residential uses and public educational facilities should be prohibited south and east of the airport's runway system. However, rental multifamily residential units may be constructed provided they are outside the 60 DNL and do not include mobile homes.</p> <p>By the year 2004, the City and County shall amend their respective AIC and HIP-Airport designations of their Comprehensive Plans to establish uses compatible with the airport:</p> <ul style="list-style-type: none"> • Industrial Parks; • Business Parks; • Commercial Developments; • Attendant retail; • Service and Hotel Uses; • Medium and high density rental residential Developments. • Agricultural uses <p>Single family residences shall only be allowed on existing one-acre suburban estates or larger</p>

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			<p>lots. No new lots or tracts shall be created for single-family uses and existing parcels may not be subdivided for residential uses other than multifamily rental uses.</p> <p>An avigation easement shall be required and included in the recorded deed of any property prior to the construction of a single family dwelling unit or multifamily uses.</p> <p>All development must be phased concurrent with major public roadway improvements and installation of drainage, sewer and water utilities.</p> <p>The City and County shall require land use changes and/or zoning changes to ensure that existing neighborhoods in the area are converted to airport compatible uses. This transition of uses must minimize adverse impacts on the neighborhood during the conversion process.</p> <p>Seminole County and Sanford will encourage mass transit facilities in the area and jointly work toward the restoration of Lake Jesup.</p> <p>Resource Protection and Conservation lands must be protected from the adverse impacts of intense development through the use of open space requirements, clustering, conservation</p>

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			easements, wetland buffers and transition areas.
5	South of Pineway	Low Density Residential/Suburban Estates	New development will be restricted to Low Density Residential/Suburban Estates.
6	Silver Lake	Low Density Residential/Suburban Estates	<p>Extend this area to include the area bounded by Ohio Street on the east; Mellonville Avenue on the west; Onoro Street on the north and east; Lake Mary Blvd. on the south.</p> <p>Maintain Medium Density Residential 10 and Low Density Residential around lake; allow industrial on Lake Mary Blvd. Heights of multifamily buildings must be compatible with single family units in the area. The County shall amend its Land Development Regulations to ensure that a parcel zoned for single family use is protected from adjacent multifamily developments by a setback of at least fifty (50) feet for one story buildings and at least one hundred (100) feet for buildings of two or more stories. A one story multifamily development shall also install a buffer of twenty-five (25) feet in width and a two or more story multifamily development shall install a buffer of at least fifty (50) feet in width.</p>
7	Sanford Avenue	Medium Density Residential/Commercial	Recommend maintaining Medium Density Residential uses and permitting High Density

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			Residential/Neighborhood & Commercial/Office frontage on Sanford Avenue two lots deep on a case-by-case basis. Prohibit commercial in Woodmere on east side of Sanford Avenue.
8	West of Upsala/North of CR 46A	Low Density Residential	Recommend Medium Density Residential (up to 10 du/ac) north of Indian Trace City PUD and on Upsala Road and West of Oregon. Recommend High Density Residential north and west of Twin Lakes along the Rinehart Road extension adjacent to Higher Intensity Planned District area.
9	East of I-4	Higher Intensity Planned Development	The City has amended its Comprehensive Plan to require PD zoning in this area. All lands in this area annexed by the City subsequent to the JPA have received land use designations of Westside Industry Commerce, one of the City's equivalent designation to HIP - T1. City and County Comprehensive Plan policies for this area are very similar, with the City's densities and floor areas being slightly less intense than the County's. The County and the City established gateway corridor standards for SR 46 in order to have compatible and attractive development in the area. This area is developing rapidly, consistent with the both the City and the County's Comprehensive Plan policies and identical corridor standards. The County and City, working together, have been

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			<p>successful in minimizing urban sprawl, providing affordable housing opportunities and targeting industrial and commercial growth in this area. Both the County and the City will continue to ensure that the area is developed consistent with their mutually agreed upon standards and policies.</p>
10	North of the Railroad/ South of US 17-92	Suburban Estates/Low Density Residential/Industrial	<p>The City has established a new land use designation for this area, Waterfront Downtown Business District in order to provide a planning and management framework for promoting the revitalization, development and redevelopment of the Lake Monroe waterfront and the historic downtown area. All parcels between the railroad and US 17-92 from Mellonville Ave. to I-4 will take this designation as they are annexed into the City.</p> <p>The maximum intensity of nonresidential development, other than industrial, measured as a floor area ratio (FAR) is 2.0 for the areas east of French Ave., and .35 for the areas west of French Ave. These FAR's are intended to illustrate the amount of development on both specific parcels and in the district overall. The maximum density for residential development shall be 50 units per acre. The maximum FAR for industrial uses will be .5.</p>

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			<p>The implementation of the Waterfront /Downtown Business Land Use Designation will not require amendments to the zoning map and land development regulations and all underlying zoning requirements and land development restrictions will remain in place, including those that ensure the protection of environmentally sensitive lands, wetlands, floodplains and drainage ways, aquifer recharge areas, aquatic habitats, native vegetation and wildlife habitats.</p> <p>All efforts should be made to protect existing single family areas from the impacts of more intense development through the use of added buffering and transition of building heights.</p>